



Website Terms and Conditions for Applicants

Interpretation

1. Background

1.1 This website was developed by the Department of Employment and Workplace Relations to assist the Australian Government Department of Education to administer the Very Remote Teachers' Higher Education Loan Program (HELP) debt reduction initiative (the **initiative**).

1.2 Under the initiative, eligible teachers can apply to reduce their outstanding HELP debt if they meet the eligibility criteria and their obligations to complete the required amount of eligible work in a very remote area of Australia (further details available here: [Reduction of Higher Education Loan Program \(HELP\) debts for teachers in very remote areas - Department of Education, Australian Government](#)).

1.3. Eligible teachers can apply to participate in the initiative by completing a physical or online application form. This website facilitates an online application in relation to the initiative. Successful applications will then have their information transferred to the Australian Taxation Office for the reduction of HELP debt and/or waiver of indexation.

2. Definitions

2.1 In these terms and conditions:

- (a) “**you**” or “**your**” means the user who is accessing and using the website;
- (b) “**we**”, “**our**” or “**us**” means the Australian Government as represented by the Department of Education, Australian Taxation Office and/or the Department of Employment and Workplace Relations (as the context requires);
- (c) “**the website**” means the [myHELP Reduction] website ([www.myhelpreduction.gov.au]) and includes the portal made available to you through the website to apply under the initiative; and
- (d) “Privacy Act” means the *Privacy Act 1988*.

AGREEMENT

3. Legally binding agreement

3.1 By accessing and using this website, you agree to be bound by, and comply with, these terms and conditions. These terms and conditions form a legally binding agreement between you and us.

3.2 You acknowledge that we may revise these terms and conditions from time to time. You agree to regularly review these terms and conditions for any revisions. Your continued use of the website constitutes your agreement to be bound by, and comply with, the most up-to-date version of the terms and conditions.

REGISTRATION AND APPLICATION

4. Login and password details

4.1 You must set up and use myID (see <https://www.myid.gov.au/>, formerly known as MyGovID) credentials to apply for the initiative through the website. If you do not wish to do this, you can apply for the initiative through a physical form (available here: [Application Form for the Very Remote Teachers Initiative - Department of Education, Australian Government](#)).

4.2 You must keep your myID credentials secure at all times. You must not disclose or share your myID credentials with others. You are responsible for all activities on the website that occur through use of your myID credentials.

4.3 You must notify us immediately if you become aware that your myID credentials have been lost, compromised, subject to unauthorized use, or are known by a third party, and take any reasonable steps requested by us.

5. Application details

5.1 You warrant that all information provided under your myID credentials (including in the application form) is complete, current, accurate and is not misleading.

5.2 You understand that knowingly providing false or misleading information to the Australian Government is a serious offence under section 137.1 of the *Criminal Code Act 1995*.

5.3 You must notify us immediately if any of the information provided using your myID credentials or in your application changes, becomes outdated, inaccurate or misleading.

5.4 You warrant that we may rely on that information provided under your myID credentials unless and until we receive notice from you of any change or update to the information provided in accordance with clause 5.3.



WEBSITE ACCESS AND USE

6. Access and use

6.1 You must only use and access the website for the purposes of making an application under the initiative.

6.2 When accessing or using the website, you must not:

- (a) engage in any conduct that is unlawful or contrary to these terms and conditions;
- (b) submit, upload or otherwise send or transmit anything that contains software viruses, malicious computer code or other forms of interference which is designed to interrupt, harm, destroy or limit the functionality of any computer software, hardware or equipment;
- (c) interfere with the website or networks underlying or connected to the website.

6.3 We do not guarantee continuous accessibility or uninterrupted operation of the website.

6.4 We may review and monitor your access and use of the website to ensure you are meeting these terms and conditions.

6.5 We may limit or remove your access to the website at any time and for any reason, including in if in our reasonable opinion you have failed to comply with these terms and conditions.

7. Copyright

7.1 The Department of Education's website copyright statement (currently available here: <https://www.education.gov.au/using-site/copyright>) applies to this website and the material, content and resources displayed in or on the website.

PRIVACY AND SECURITY

8. Privacy

8.1 We are bound by the Privacy Act, including the Australian Privacy Principles (APPs) contained in Schedule 1 of the Privacy Act. The APPs govern the way we and our contracted third-party providers handle personal information.

8.2 When accessing or using the website, any personal information that may be collected will be handled in accordance with the Australian Government Department of Education's Privacy Policy.

8.3 The personal information that you provide in your application will be collected and handled in accordance with the Privacy Notice on the application form.

9. Security

9.1 You agree that your access and use of the website is at your own cost and risk. You accept all risks associated with your access and use of the website, including potential exposure to viruses,



malicious computer code or other forms of interference which may damage your computer system. We do not represent, warrant or guarantee that the website will be secure, or error, defect, 'bug' or virus free.

9.2 When accessing or using the website, you must take your own precautions to protect your computer system from viruses, malicious computer code or other forms of interference which may damage your computer system.

INDEMNITIES AND RELEASE

10. Disclaimer

10.1 The Department of Education's website disclaimer (currently available here: <https://www.education.gov.au/using-site/disclaimer>) applies to this website and the material, content and resources displayed in or on the website.

10.2. You are responsible for making your own enquiries and obtaining your own advice in relation to your eligibility and applying for the initiative.

10.3. The website is general in nature and does not consider your specific circumstances. You may wish to obtain tax or legal advice at your own cost.

11. Indemnity

11.1 You indemnify us against:

- (a) cost or liability incurred by us;
- (b) loss of or damage to our property; or
- (c) loss or expense incurred by us in dealing with any claim against us including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by us;

arising from any one of the following:

- (d) a breach by you of these terms and conditions; or
- (e) any wilful, negligent or unlawful act or omission by you in relation to the website or these terms and conditions.

12. Release

12.1 You release us from all claims, actions, demands, proceedings and liabilities (whether actual or contingent) arising in connection with:

- (a) your access or use, or your inability to access or use, the website;
- (b) the loss or misuse of your myID credentials; or



(c) inaccurate information contained on the website.

GENERAL PROVISIONS

13. Applicable law

13.1 The laws of the Australian Capital Territory govern your use of the website and these terms and conditions.

13.2 The courts of the Australian Capital Territory have non-exclusive jurisdiction to decide any matter arising out of these terms and conditions.

14. Regulatory responsibilities

14.1 You acknowledge that the Commonwealth has portfolio responsibilities in relation to the higher education sector, including HELP.

14.2 You agree that these terms and conditions do not fetter or otherwise derogate from any rights or powers that we may have in relation to those responsibilities.

15. Waiver

15.1 A failure or delay by a party to exercise any right or remedy it holds under these terms and conditions or at law does not operate as a waiver of that right.

15.2 The exercise or partial exercise by a party of any right or remedy it holds under these terms and conditions or at law does not prevent any other exercise or partial exercise of that right or remedy by the party.

16. Guidance on construction

16.1 These terms and conditions represent the parties' entire agreement in relation to the website.

16.2 As far as possible all provisions of these terms and conditions will be construed so as not to be void or otherwise enforceable. If anything in these terms and conditions is void or otherwise unenforceable then it will be severed and the rest of these terms and conditions remain in force.

17. Novation or transfer of rights and obligations

17.1 You must not assign your rights or novate your rights and obligations under these terms and conditions.

17.2 We may transfer or novate our rights and obligations under these terms and conditions to another entity if our functions in relation to these terms and conditions are transferred to that entity as part of a machinery of government change.

