



Government of **Western Australia**  
Department of **Training**  
and **Workforce Development**

**WAAMS**

## WA Apprenticeship Management System

### **WESTERN AUSTRALIAN APPRENTICESHIP MANAGEMENT SYSTEM (WAAMS)**

### **TERMS AND CONDITIONS OF USE**

**Issue Date: 15 November 2019**

**Version: 1.0**

## **Terms and Conditions of Use of the Western Australian Apprenticeship Management System (WAAMS) Online Client Portal**

These terms and conditions are issued by the State of Western Australia acting through the Department of Training and Workforce Development (the Department).

The *Western Australian Apprenticeship Management System (WAAMS) Online Client Portal Terms and Conditions* (Terms and Conditions) apply to the access and use of the WAAMS online client portal (the Portal). When you apply to access and use this Portal, you agree to be bound by these Terms and Conditions. You also acknowledge that these Terms and Conditions are in addition to the Disclaimer, Privacy and Copyright conditions of use of the Department web site.

### **1. Definitions**

For the purposes of these Terms and Conditions, unless otherwise stated:

- a. 'We', 'us', and 'our' means the Department.
- b. 'Portal' means the WAAMS online client portal accessed from the website [waamsportal.dtwd.wa.gov.au](http://waamsportal.dtwd.wa.gov.au).
- c. 'You' and 'your' means you as the user of the Portal.
- d. 'Organisation user' means a person who has been granted access by their organisation to use the Portal.
- e. 'Individual user' means an apprentice, trainee, parent or guardian who is or has been a party to a training contract in Western Australia.

### **2. Portal Security**

#### **2.1 The registration process**

To gain access to the Portal, an organisation user or individual user must complete the registration process in WAAMS. WAAMS assigns a particular level of access to different categories of user, the different levels of access can be viewed in the Portal ([click here](#)).

Organisation users and individual users are responsible for creating a password and keeping it secure at all times. You must not:

- disclose your password to another person, business or entity;
- allow another person to access the Portal using your account;
- leave your computer unlocked and unattended when logged into the Portal; and
- access the Portal using another person's account.

For your privacy and protection, we recommend passwords are changed on a regular basis.

#### **2.2 Organisation User Access Level**

If you are using the Portal to create an account or modify existing access for other portal users within your organisation, it is your responsibility as an organisation user to ensure that:

- accounts are only provided to persons authorised by your organisation to access its data in the portal;
- your organisation has authorised the user to have the level of access you are providing them; and
- when a user ceases to be a representative or employee of your organisation, their organisation access is deactivated.

### **3. Data Security**

#### **3.1 Confidentiality**

The data about individuals and entities held in the Portal is confidential. You must not disclose this data to a person who is not authorised to have access to the information. You must notify the Department immediately if you become aware that your password or portal account has been used by an unauthorised person.

The Department will take all reasonable precautions to protect the data you submit from loss, misuse and unauthorised access, modification or disclosure, while stored on its web servers.

The Department reserves the right to disclose the data in the Portal for any reason it deems reasonable or necessary, including without limitation in order to comply with any applicable law, regulation, legal process or governmental request.

#### **3.2 Accessing data on behalf of an organisation**

To use the Portal to view data or submit transactions on behalf of an organisation:

- you must be authorised by the organisation to access that particular data set, to carry out any transaction on its behalf, and this authorisation must not have been revoked; and
- if authorisation is linked to a designated position (for example, Australian Apprenticeship Support Network (AASN) Provider representative) – you must currently hold that position.

### **4. Portal Transactions**

#### **4.1 Submissions to the Portal**

If you are using the Portal to provide training contract changes, training plans, completion notification or employer incentives, it is your responsibility to ensure that the transaction was submitted successfully.

All transactions submitted via the Portal are deemed to take place in the State of Western Australia. The time stamp of any transaction is recorded as the time of sending from, or receipt by, our web server(s) which are set to local time in Perth, Western Australia.

#### **4.2 Employer Incentive Conditions**

By addressing and/or submitting any notice or application in the Portal, you acknowledge the requirement to comply with any conditions associated with the relevant sections of the *Jobs and Skills WA Employer Incentive - Terms and Conditions* and in accordance with the Part 7 of the *Vocational Education and Training Act 1996* and the associated Regulations.

The Department assumes that any transaction occurring in the Portal from an authorised user account, originates from that authorised user and is a valid transaction or instruction which may not be reversed.

The Department understands there may be a submission made in error. If an incorrect submission is made, the organisation or individual user should contact the Department immediately on 13 19 54 (for callers outside WA, please call 08 6551 5499).

Transactions that originate from an authorised user may be captured and retained by the Department in an audit history log. In the event of a dispute, the Portal user agrees to accept the Department's audit history log as conclusive evidence of all interactions undertaken in the Portal.

## **5. Portal Notifications**

To the extent permitted by law, the Department and its officers and employees are released from liability from any and all loss, damage, cost and expense arising out of or in connection with, a failure to deliver email notifications.

The Portal Noticeboard is the primary notification method for correspondence in relation to training contracts. It is your responsibility to regularly check your notifications in the Portal.

A portal notification or other communication takes effect from the time it is issued, unless specified in the notification or communication.

## **6. Compliance with Laws**

You agree to comply with all relevant laws in respect of your use of the Portal. You must not access or use this Portal or any information contained within it, for any purpose that is unlawful or prohibited by these Terms and Conditions.

## **7. Liability for Loss or Damage**

Portal users will be responsible for, and indemnify the Department against, any loss or damage to any person arising from either any:

- breach by you of these Terms and Conditions; or
- wilful, negligent or unlawful acts or omission by you in relation to, or in the course of, using this Portal.

Portal user liability will be reduced to the extent that any wilful, negligent or unlawful acts or omission by the Department has contributed to that loss or damage.

If your access to the Portal is removed or you cease to use the portal, your responsibility for activities undertaken by you in relation to this Portal will continue.

## **8. Changes to Terms and Conditions**

The Department reserves the right to review and vary these Terms and Conditions at any time. Variations shall be effective immediately upon being posted to the Portal Noticeboard in WAAMS.

## **9. Availability of the WAAMS Client Portal**

The Department will take all reasonable steps to minimise interruptions to the availability of the Portal, however it is your responsibility to contact us by another means (email, mail, fax, phone or in person) if you are not able to access the Portal.

To ensure the provision of quality services to clients, the Department undertakes maintenance of online services on a regular basis. This maintenance may make all or part of the Portal unavailable. Where possible, notice of intended maintenance will be provided on the Portal Noticeboard.

The Department is not responsible or liable for the full or partial non-functioning of the Portal. The Department is also not responsible or liable for the unavailability of the service, or delays or errors in the execution of any transaction.

#### **10. Technical Support**

Portal users are responsible for their own hardware, software and internet connections when accessing the Portal. The Department does not provide technical support for hardware or peripherals.

In addition, the Department may at any time alter the minimum requirements for hardware, software and internet connections required to use this service.

#### **11. User Support**

WAAMS instructional videos can be found at [dtwd.wa.gov.au/apprenticeship-office](http://dtwd.wa.gov.au/apprenticeship-office) alternatively if further support is required contact Ph. 13 19 54 (for callers outside WA, please call 08 6551 5499). If your enquiry relates to WAAMS or a training contract, email: [apprenticeshipoffice@dtwd.wa.gov.au](mailto:apprenticeshipoffice@dtwd.wa.gov.au), if your enquiry relates to the Jobs and Skills WA Employer Incentive email: [employerincentive@dtwd.wa.gov.au](mailto:employerincentive@dtwd.wa.gov.au).

#### **12. Removal of User Access**

The Department reserves the right to immediately suspend or terminate access to the Portal at its discretion for any reason at any time. These Terms and Conditions will survive any such termination.

#### **13. Governing Law**

These Terms and Conditions and the use of the WAAMS online client portal are governed by, and construed in accordance with, the laws of the State of Western Australia.

#### **14. Severability**

If any provision of these Terms and Conditions is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.