Centrelink Confirmation eServices (CCeS) Terms

## Interpretation

* 1. Words and phrases not defined in these Terms have the same meaning as those in the
	Centrelink Confirmation eServices (CCeS) Policy.

## Application

* 1. These Terms are a contract between the agency and the Business commencing on and from the date the agency approves the Business to access CCeS. The contract is terminated immediately if the agency withdraws its approval for the Business to use CCeS or the Business voluntarily withdraws from using CCeS.
	2. The agency makes CCeS available to a Business as consideration for the Business’s compliance with these Terms.
	3. Terms 4, 5, 7 and 8 survive termination of the contract.

## System availability

* 1. The agency does not guarantee that CCeS will be available at any particular time. The agency has no responsibilities to the Business if the system is unavailable at any time or for any reason.
	2. Planned system outages will be listed on the Services Australia website.

## Customer consent

* 1. Businesses must, when obtaining Customers’ consent, use wording substantially in a form as notified by the agency, or otherwise contained in the CCeS procedural guide.
	2. The Business warrants that, for each CCeS enquiry, the Business has a valid current consent from the Customer authorising the agency to disclose information to the Business and that the information is obtained only for the purpose of confirming the Customer’s eligibility for a Concession, Rebate or Service provided by the Business.
	3. The Business is responsible for the actions of every person that accesses CCeS using the Business’s users’ access credentials whether or not that person is acting in the course of their duties on behalf of the Business.
	4. The Business must retain, and securely store, each Customer consent record for a period of 2 years from the date the Business ceases to provide the Concession, Rebate or Service to the Customer, and maintain a filing system that enables efficient retrieval.

## Information disclosed by the agency

* 1. The Business acknowledges the information provided by the agency reflects the agency’s records at the time of enquiry and may not be accurate or up to date. The Business relies on the information at its own risk.
	2. The Business must:
		1. securely store all information it receives from the agency
		2. ensure compliance with its obligations under relevant secrecy provisions and the Privacy Act 1988, and in particular, protect all information received from misuse, interference and loss, as well as unauthorised access, modification or disclosure, and
		3. comply with any directions of the agency related to the collection, recording, use or disclosure of Customer information.
	3. The Business must not:
		1. allow another organisation to use the Business’s access to CCeS, except:
			1. where that organisation is engaged by the Business and that engagement includes confirming Customer’s eligibility for the Businesses Concession, Rebate or Service, or
			2. where the Business provides the Concession, Rebate or Service on behalf of that organisation, and that organisation is auditing the performance of the Business
		2. make enquiries on behalf of another organisation, and
		3. under any circumstances, supply to any third party any Customer information for a fee.
	4. The Business must not adopt, use or disclose a Customer Reference Number (CRN) for any purpose other than for the purpose of accessing CCeS to enquire whether a Customer is entitled to receive a Concession, Rebate or Service, as authorised by that Customer’s consent except where prior permission is granted by the agency.
	5. The Business must securely destroy each Customer consent record containing a Customer’s CRN immediately after the period in clause 4.4 expires in relation to that Customer consent record.

## Conduct of Business

* 1. The Business warrants that it complies with all licensing and regulatory requirements relevant to its Business.
	2. The Business must not represent its approval to use CCeS in a manner that represents endorsement of the Business by the agency.
	3. The Business must not represent the goods and services provided by the Business as endorsed by the agency.
	4. The Business, if unable to use CCeS for any reason, must not refuse to establish and verify a Customer’s eligibility for a Concession, Rebate or Service by other means except where prior permission is granted by the agency.
	5. The Business must not misrepresent to Customer’s the Terms on which CCeS is available.

## Intellectual Property

* 1. the agency may provide materials to the Business to enable the Business to access and use CCeS including (but not limited to): software; technical specification documents including private algorithms, access credentials or secret keys; equipment; goods; information or data stored by any means (material).
	2. If the agency makes any material available to the Business:
		1. ownership of intellectual property rights in that material remains with the agency at all times
		2. the Business may use that material solely for the purpose of accessing and using CCeS
		3. the Business must treat all material as confidential and not make the material available to any other person or party
		4. the Business must not modify, de compile, exploit for commercial use or customise the material, and
		5. the Business must not sub-license any of the material.
	3. The agency may, at any time, require the Business to return, delete, destroy or otherwise cease using any material provided by the agency.
	4. Upon termination of these Terms, the Business must immediately return to the agency or securely delete from any system or documentation the CCeS material that has been incorporated as applicable.
	5. The Business must comply with any directions given to it by the agency in relation to any material provided by the agency.

## Audit

* 1. the agency, the Australian National Audit Office or the Office of the Australian Information Commissioner may conduct audits or reviews of the Business’s activities in relation to:
		1. obtaining, creating, retaining and storing of Customer information including Customer consent records
		2. use and disclosure of Customer information including the Customer Reference Number (CRN)
		3. the Business’s use of the agency’s intellectual property, including compliance with any licences given by the agency, or
		4. the Business’s use of the CCeS, generally.
	2. The Business must make relevant records available for any audits or reviews.
	3. Each party will bear its own costs of any audits or reviews conducted.

## Fees

* 1. The Business must not charge a fee to a Customer for the use of CCeS.

## Variation to Terms

* 1. the agency may, from time to time, vary these Terms and publish the varied Terms on the
	Services Australia website.
	2. The Business is responsible for informing itself of any variations to these Terms before accessing CCeS.
	3. The Business must, if it does not agree to comply with those varied Terms, immediately notify
	the agency that the Business withdraws from using CCeS.
	4. The Business will be taken to have agreed to the varied Terms if it does not withdraw from using CCeS and continues to access CCeS after the Terms are varied.

## Governing law

This agreement is governed by the law in force in the Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the courts of that place.