

Terms & Conditions

Access to and use of this Site

These terms and conditions (Terms) govern your access to and use of:

- this website (Site); and
- the Business Ready QAssure (BAQ) online accreditation service provided by the Queensland Chamber of Commerce & industry Limited ABN 55 009 662 060 (CCIQ, we, us or our) to you through the Site (Service).

By using the Site, you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to be bound by these Terms, you should exit from and immediately cease to access or otherwise use this Site or our Service.

Your rights and obligations

CCIQ will grant to you the right to access the Site and to use the Service, subject to these Terms. You will be allowed to view, download and/or print any Content, where expressly permitted, for your personal use. You agree you will not, without our express prior written permission:

- add any content to the Site;
- alter or remove any copyright, trade mark or other proprietary notice appearing on this Site;
- modify or edit the Content or publish or sell the Content including but not limited to making the Content available on any other website;
- reverse engineer, translate, adapt or modify any software used in connection with this Site; or
- create any links from any other website to this Site.

On acceptance of these Terms, we will grant to you a non-exclusive, worldwide, non-transferrable licence to use the Site in accordance with these Terms.

In submitting your application, you agree to certain data being publicly visible on the BAQ website. Relevant financial and insurance information will not be published.

Use of the Service

By using our online accreditation service and in submitting your information to use the Service, you warrant that the information you supply to us is, to the best of your knowledge, accurate and complete. Neither we (nor any of our authorised representatives) will be liable for any charges or other damages arising in connection with any incorrect information provided by you. Misrepresenting or withholding information is grounds for the withdrawal of access to the Site or the Service and/or denial or revocation of the accreditation. If there is any change in any of the facts given and you are unable to change them on your application, you must immediately notify CCIQ by emailing gassure@cciq.com.au.

In order to use the Site, you may be asked to create a profile and to access your saved profile through a username and password. You must not disclose your username and password to any other person and must retain those details securely. If you elect not to create a profile, you still agree to be bound by (and to comply with) these Terms in their entirety.

This Site aims to provide you with clear and succinct information. However, if you misinterpret such information, we are not liable in any way for any such misinterpretation. Please contact us if you need to clarify something.

You agree to pay the price for the chosen level of Service which is indicated on the Site within the time required for payment and acknowledge that the price may be changed or varied from time to time by CCIQ.

CCIQ may withdraw or suspend your access to or use of the Site or any further provision of the Service if you commit a breach of these Terms.

Cancellation of an application must be in writing and must be received by CCIQ via email to gassure@cciq.com.au.

Intellectual property

We are either the legal or beneficial owner (including under licence) of all content of the Site, including without limitation all text, graphics, images, software, information and any other materials on this Site (Content). We have copyright in the arrangement of the Content, copyright in the source code of any software which is integrated into the Site or which is a component of it and are the legal or beneficial owners of all trademarks on the Site.

Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Site and that you are entitled to access and utilise those intellectual property rights only for the purposes set out herein.

Nothing contained on this Site is intended to or will be construed as granting any other right to you to in the nature of intellectual property rights and you must not, use or exploit any patent, copyright, trade mark, trade secret or other intellectual property which forms part of the Content or which otherwise appears on the Site.

Privacy

Please refer to our privacy policy which details how we handle and protect your personal information which we may acquire through your use of the Site or our dealings with you.

Third Party Sites

We may link this Site to other websites which are not under our control or maintained by us. We are providing these links to you only as a matter of convenience and, to the maximum extent permitted by law, we shall not be responsible for the content of such websites or any loss or damage which you may suffer as a result of accessing those sites. We do not endorse or recommend any products, materials or services displayed or offered on any websites which may be linked to this Site.

You acknowledge and agree that you link to any such website at your own risk.

Liability

To the full extent permitted by law and subject to any implied condition, warranty or right, or any statutory consumer guarantee contained in, any law (including the Competition and Consumer Act 2010 (Cth)) which cannot be excluded by law:

1. we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms;

2. we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages; and
3. all implied conditions, warranties, rights and terms are excluded.

Where any condition, warranty or right is implied by law, or statutory consumer guarantee cannot be excluded, we limit our liability for breach of, or other act contrary to, that implied condition, warranty or right or statutory consumer guarantee, either as provided under section 64A of the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 or, otherwise to the extent permitted by law. In particular, to the extent possible, we limit our liability in respect of any claim to, at our option:

- (a) in the case of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of having the goods repaired, and
- (b) in the case of services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

Subject to the above Terms and to the extent permitted by law, you acknowledge that we will not be, liable to you in contract, in tort (including negligence), under any statute (to the extent permitted by law) or otherwise for, or in respect of, any direct or indirect loss, costs or damages that you incur or are liable for in connection with your use of this Site, the Service or the Content, including but not limited to loss or damage caused by any computer virus including a virus passed from this Site to your computer or any third party computer, or loss of online connection to this Site, the Service or the Content, or interruption to access to this Site, the Service or the Content. You acknowledge that you will not have a claim against CCIQ for delay in the performance of the Service, even where that occurs through the fault of CCIQ, including in relation to the loss of profit, loss of opportunity or other consequential loss.

The information, text, material, graphics, software, source codes and advertisement, (Content) of the Site does not constitute advice and should not be relied upon in making or refraining from making any decision.

Any reliance you place on, or any act done based on or in response to, the Content or this Site will be at your own risk. You indemnify and release us against any claim for loss or damage of any kind suffered by you or any other person as a result of your use or reliance on the Content or this Site.

The Site may be unavailable from time to time (including for maintenance purposes). The Site is, where permitted by law, provided without any representations or endorsements made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

CCIQ makes no warranty that the functionality of the Site will be uninterrupted or error free, that defects will be corrected or that the Site or the server that makes it available and any third party

websites which are referred to or linked are free of viruses or anything else which may be harmful or destructive.

CCIQ is not liable for any damage to your computer equipment or other property caused by any viruses that may be transmitted from the Site or by any linked third party website.

It is your responsibility to install and maintain at your own expense, any device, software, subscription (to a service or telecommunications provider) to enable you to access the Site. You should also take your own security measures including but not limited to the use of anti-virus mechanisms, firewalls and the like and seek independent advice in relation to those matters.

Termination

These Terms terminate automatically if, for any reason, we cease to operate the Site. We may terminate your access to all or any part of this Site, the Service or the Content immediately if you commit a breach of any of these Terms or otherwise upon notice.

Modification to Terms

At any time and in our absolute discretion we may amend these Terms and any other of our policies relating to this Site, the Content or the Service, and we reserve the right to do so without notice. Such amendments will be effective upon their posting on this Site or as otherwise notified. You are responsible for regularly reviewing these Terms. Continued use of this Site after any such amendment shall constitute your consent to such amendment.

General

You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.

These Terms are governed by the laws of the State of Queensland, Australia. You submit to the non-exclusive jurisdiction of the courts of that State.

Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.

The failure of CCIQ to exercise or enforce any right or provision in these Terms shall not constitute a waiver of such right or provision.

By submitting your online application, you accept that CCIQ may require additional information from you. CCIQ reserves the right to request additional information from you and use this information in the application process or in delivery of the Service. Where CCIQ make a request for the provision of additional information, you will comply promptly in order to allow CCIQ to provide the Service.

QAssure is an online registration system that provides vendors with a unique number that ensures they are accredited and qualified as a service provider for State Government ICT contracts. Accreditation in itself does not guarantee the provision of a State Government ICT contract.

Any materials submitted to CCIQ in connection with this application become the sole property of CCIQ and will not be returned, duplicated, or transferred. In submitting your application, you authorise CCIQ to pass on your application and information to the relevant government agencies for Government Information Technology Contracting (GITC) purposes, and grant CCIQ permission to retain a record containing your information and to use your application data in conducting and publishing analysis, in accordance with our **Privacy Policy**.

If any provision or part of these Terms is for any reason declared invalid or unenforceable, the validity of the remaining portion is not to be affected and the remaining portion is to remain in full effect as if these Terms had been drafted with the invalid or unenforceable portion eliminated.

These Terms record the entire agreement between you and us and supersede all previous negotiations, understandings, representations and agreements in relation to the subject matter of the Terms.

Contacting us

If you have any questions about this Site, the Service or these Terms, you can contact us by emailing us at gassure@cciq.com.au